



TRANSTERRA GENERAL TRADING CONDITIONS

of the private company with limited liability Transterra Polska Sp. z o.o., domiciled (01-402) Warszawa, Ciolka 12, and of the companies affiliated with Transterra Polska Sp. z o.o.
Registered with the Chamber of Commerce in Warszawa under number 0000225060
These General Trading Conditions are called the "Transterra General Trading Conditions" and may be referred to as such.

GENERAL

Section 1

1.1 In these General Trading Conditions 'the Contractor' means Transterra Polska Sp. z o.o. and any company associated with Transterra Polska Sp. z o.o..

1.2 Unless previously otherwise specifically agreed in writing, these Conditions shall apply to any quotations submitted by Transterra Polska Sp. z o.o. and/or to any agreements entered into by Transterra Polska Sp. z o.o., under which Transterra Polska Sp. z o.o. (the Contractor) is obliged to transport or have transported, to order and/or distribute goods, to mediate, to store goods, to supply or hire out movables or to let property or perform any other task.

1.3 In these General Trading Conditions the 'Customer' means any person or legal person who has entered into an agreement with Transterra Polska Sp. z o.o. or wishes to do so as well as his representative (s), attorney (s), assignee (s) and successor (s).

1.4 The applicability of the Customer's general conditions is explicitly rejected.

1.5 Transterra Polska Sp. z o.o. and the Customer have agreed that, once parties have contracted under these General Trading Conditions, the same will also apply to future quotations and agreements.

1.6 If Transterra Polska Sp. z o.o., in such case, does not refer to that which is stipulated in these Conditions, this does not imply, that Transterra Polska Sp. z o.o. thereby cedes the right to refer to the following Conditions in any other case.

1.7 The Customer shall indemnify Transterra Polska Sp. z o.o. against claims from a third party/third parties - howsoever named and/or arising -, against which third party/third parties Transterra Polska Sp. z o.o. would not be able to appeal to the conditions of these General Trading Conditions, in so far as these claims would be excluded, if the third party/third parties would have been bound by these General Trading Conditions.

Section 2

2.1 According to the nature of the entire assignment, the activities or any other performance or any part thereof which can reasonably be considered an independent part, besides these Conditions the following or substituted general conditions and regulations commonly applied in the relevant line of business also apply, in so far as these conditions do not in express terms differ from these General Trading Conditions, viz.:

a) - to all transport activities of Transterra Polska Sp. z o.o., national or international and as a supplement to the CMR-treaty - the 'Algemene Vervoerscondities 1983 (General Conditions for Hauliers), most recently amended on 31 January 1991, filed with the registry of the District Courts in Amsterdam and Rotterdam on 5 February 1991;

b) - to all international road transport activities of Transterra Polska Sp. z o.o. the treaty regarding the agreement of international transportation of goods by road, in short CMR-treaty, concluded at Geneva on 31 August 1956;

c) - to all transport of dangerous goods, besides the previously mentioned conditions - the 'Accord Européen Relatif au Transport International des Marchandises Dangereuses par route (ADR), and - as far as inland transport is concerned - the Conditions with regard to the Transport of Dangerous Goods Overland (VLG), which conditions are attached to the Dangerous Goods Regulations (19 April 1968 official journal 207);

d) - to any sea container transport - the Conditions of Transport of Sea Containers, filed with the registry of the District Courts in Amsterdam and Rotterdam on 4 January 1995;

e) - to all forwarding activities, such as transport of goods, air freight activities and all other activities commissioned to a third party - the General Conditions of the Federation of Dutch Forwarding Organisations (Fenex), filed with the registry of the District Courts in Amsterdam, Arnhem, Breda and Rotterdam on 2 March 1992;

f) - to all activities of Transterra Polska Sp. z o.o. as part of the Physical Distribution - the Physical Distribution Conditions 1996, filed with the registry of the District Courts in Amsterdam and Rotterdam on 1 February 1996;

g) - to all activities of Transterra Polska Sp. z o.o. as part of the storage and custody of goods - the Dutch Storage Conditions, filed by the Fenex with the registry of the District Court in Rotterdam on 15 November 1995;

h) - to all payments of any commissions assigned to Transterra Polska Sp. z o.o. and activities carried out by Transterra Polska Sp. z o.o. - the General Terms of Payment of Transport and Logistics Netherlands, filed with the registry of the District Court in The Hague on 1 October 1993;

2.2 If the General Trading Conditions as meant in subsection 1 of this section are revised, this revised text shall then apply as from the date of the filing of these revised General Trading Conditions. If one or more of the General Trading Conditions as mentioned in subsection 1 of this section are superseded in the way as mentioned in section 6:214 of the Dutch Civil Code by a standard settlement or if a standard settlement replaces same, the relevant standard settlement shall apply as from the date this settlement is gazetted in the Dutch official journal.

2.3 Transterra Polska Sp. z o.o. otherwise has the right to declare applicable to a specific assignment, activity or other handling, other General Trading Conditions than those mentioned in subsection 1 of this section in advance.

2.4 In case any disagreement should arise between the Customer and Transterra Polska Sp. z o.o. over the question which of the general or standard conditions mentioned in this section are applicable or have been applicable, Transterra Polska Sp. z o.o. is entitled to decide which of the general or standard conditions will be applicable or have been applicable.

Section 3

Unless otherwise specifically agreed in writing or to be agreed, all assignments shall be carried out in an order to be determined by Transterra Polska Sp. z o.o., whereby the capacity of the equipment available to Transterra Polska Sp. z o.o. and the extent of load capacity also contribute to the determination of the time of commencement and completion of the assignments. Transterra Polska Sp. z o.o. is free to choose how to carry out the assignment, unless specific further agreements as to that have been made.

Section 4

4.1 Transterra Polska Sp. z o.o. is obliged to ask the Customer's instructions in case irregularities occur during the activities, which obstruct the execution of said activities, or as a result of which the activities can no longer be carried out in accordance with the instructions.

4.2 The Customer shall reimburse Transterra Polska Sp. z o.o. with all costs, incurred in asking for instructions and the costs involved with the execution of the instructions.

Section 5

5.1 Transterra Polska Sp. z o.o. is not liable for damage and costs - howsoever named and/or arising - other than as a result of intent or gross fault of Transterra Polska Sp. z o.o., in case the Customer or any third party, whether or not against payment:

a) is making use of material and/or personnel of Transterra Polska Sp. z o.o.;

b) is putting up or parking goods on property of Transterra Polska Sp. z o.o.;

c) has requested Transterra Polska Sp. z o.o. to carry out certain activities, not forming part of any agreement, and Transterra Polska Sp. z o.o. has acted in accordance with the instructions given by or on behalf of the Customer and/or the third party.

5.2 Transterra Polska Sp. z o.o. is not liable for damage and costs - howsoever named and/or arising - if the damage and/or costs arise from services, activities and/or deliveries, which have been performed free of charge, unless the Customer justifies, that the damage and/or the costs have been brought about intentionally or are owing to gross fault deemed equivalent to intent by Transterra Polska Sp. z o.o..

5.3 Transterra Polska Sp. z o.o. insists on all legal and contractual means of defence, which Transterra Polska Sp. z o.o. may call upon to ward off its liability towards the Customer or any third party, also on behalf of her servants and any non-servants for whom Transterra Polska Sp. z o.o. could be responsible pursuant to the law.

5.4 That which is specified in this section leaves unimpeded the liability of Transterra Polska Sp. z o.o. pursuant to provisions under imperative law.

5.5 The Customer shall indemnify Transterra Polska Sp. z o.o. against any third party claims - howsoever named and/or arising.

Section 6

In case of discrepancies between the filed text of these Conditions and texts, otherwise printed, translated and/or circulated, only the filed text shall apply.

Section 7

7.1 Contrary to any provisions about that in the General Trading Conditions mentioned in Section 2, any disputes between Transterra Polska Sp. z o.o. and the Customer shall be exclusively adjudicated by the competent Dutch judge in the county court district of Rotterdam.

7.2 The Polish law shall apply to all legal relationships between Transterra Polska Sp. z o.o. and the Customer.

Section 8

If Transterra Polska Sp. z o.o., within the scope of the entire services rendered, carries out any activities for the Customer through its computers, Transterra Polska Sp. z o.o. will not be liable for any damage that may result from the use of the computers (hardware and software), unless in the case of gross fault or gross negligence of Transterra Polska Sp. z o.o., in which case the liability of Transterra Polska Sp. z o.o. for each incident or sequence of incidents will be limited to 10% of the amount that Transterra Polska Sp. z o.o. has charged the Customer per annum on that account, all of this with a maximum of € 2269,- per annum.

COMBINED TRANSPORT

Section 9

Transterra Polska Sp. z o.o. does not accept liability for any damage - howsoever named and/or arising - in the case that:

- Certain accommodation in one of Transterra Polska Sp. z o.o.'s properties has been made available to the Customer;
- The Customer has free access to this accommodation;
- The Customer under his own management carries out certain activities in this particular accommodation.

The Customer shall indemnify Transterra Polska Sp. z o.o. against all claims from third parties, howsoever named and/or arising.

PLURALITY

Section 10

If and in so far as the assignment is given by a legal person, all that - payment or otherwise - to which Transterra is entitled with respect to the assignment received and in compliance with these conditions, with no exceptions, is jointly and severally payable by the administrator of the legal person in question and/or by the natural person who gave Transterra Polska Sp. z o.o. the assignment on behalf of and for the account of the legal person, under the understanding that performance by one of them, will release the other(s). If and in so far as the assignment is given on behalf of a third party, all that - payment or otherwise - to which Transterra is entitled with respect to the assignment received and in compliance with these conditions, with no exceptions, is jointly and severally payable by the natural person and/or the legal person who gave Transterra Polska Sp. z o.o. the assignment on behalf of and for the account of the third party, under the understanding that performance by one of them, will release the other(s).

TRANSPORT

Section 11

11.1 a) Within the scope of international transport activities, loading and unloading activities will not be included in the transport activities and uncoupling and parking of the articulated vehicle in accordance with the instructions of the Customer, will be carried out for the Customer's account and at his risk. Furthermore, the Customer will in principle be responsible at any time for the stowage of the cargo, unless it is a matter of intent or gross fault of Transterra Polska Sp. z o.o..

b) If, within the scope of the national transport activities loading and unloading are not included in the transport activities, Transterra Polska Sp. z o.o. will not accept liability for this. The Customer will then indemnify Transterra Polska Sp. z o.o. against third party claims, howsoever named and/or arising.

11.2 a) If the Customer offers a container/containers with contents for transportation, and if this container/these containers is/are not loaded by Transterra Polska Sp. z o.o., Transterra Polska Sp. z o.o. will not accept any liability for damage arising from the way of loading.

b) If the Customer offers goods for transportation which are loaded in a container and/or palletised and/or packed in such a way that checking of the number of pieces and/or contents is impossible, Transterra Polska Sp. z o.o. will not be bound to the number of pieces and/or contents, as specified by the Customer or indicated on the waybill.

c) If, after loading by Transterra Polska Sp. z o.o. checking is not possible and/or would delay the transport considerably - this to the judgement of Transterra Polska Sp. z o.o. - Transterra Polska Sp. z o.o. will not be bound to the number of pieces and/or the condition of the cargo and/or contents, as specified by the Customer or indicated on the waybill.

11.3 The Customer shall at any time make sure not to load or have loaded more than the legally allowed maximum carrying capacity of the vehicle concerned. The Customer shall indemnify Transterra Polska Sp. z o.o. against the consequences and/or the damage arising from overloading, if this is caused by or resulting from the activities of the Customer.

Section 12

If Transterra Polska Sp. z o.o. commits itself to carry out combined transport, to this transport and to each separate part of it, the generally applicable conditions shall apply, however exclusively and only in case the transport for that part is carried out by Transterra Polska Sp. z o.o.. If that part of the transport is carried out by a third party, Transterra Polska Sp. z o.o. acts as the forwarding agent in this matter in which case the conditions as specified in section 2, sub-section 1 under e of these Conditions, shall apply.

PRICES, QUOTATIONS AND PAYMENTS

Section 13

13.1 All quotations made by Transterra Polska Sp. z o.o. are free of any obligation.

13.2 The prices of Transterra Polska Sp. z o.o. are based on the rates, wages, prices and such, applicable on the date of the quotation or the date the agreement is entered into or the date of the actual performance. In case of a change in one or more of these factors, Transterra Polska Sp. z o.o. has the right to readjust the agreed price - also with regard to current agreements - under the understanding that - if prices change within 3 months after entering into the agreement - the Customer has the right to annul the agreement, unless otherwise explicitly agreed. In the case of annulment of the agreement the Customer is bound to pay for any services rendered.

Section 14

14.1 The prices of Transterra Polska Sp. z o.o. solely include the costs of transport from the place (s) of loading to the place (s) of unloading, unless otherwise agreed.

14.2 The prices of Transterra Polska Sp. z o.o. do never include:

- costs for inward and outward clearance;
- VAT;
- levies;
- import duties;
- advance commissions;
- costs incurred in drawing up customs or other documents.

These costs, if made separately, will be charged to the Customer.

14.3 The prices of Transterra Polska Sp. z o.o. are based on easily accessible locations and good roads. If during the execution of the assignment it turns out that the accessibility is difficult, Transterra Polska Sp. z o.o. will be entitled to increase the prices by all resulting extra costs.

14.4 Invoices are considered to be accepted and found to be in good order by the Customer, if Transterra Polska Sp. z o.o. has not received a complaint in writing within eight days of the date of the invoice.

Section 15

Contrary to that which is stipulated in the General Trading Conditions specified in these conditions under section 2 subsection 1, the invoices sent to the Customer by Transterra Polska Sp. z o.o. must be paid within a period of 30 days after the date of the invoice.

LICENCES

Section 16

In addition to that which is stated elsewhere in these General Trading Conditions, the provisions of this section are applicable to any transport, for which a special licence or exemption must be obtained from one or more authorities.

a) Licences or exemptions required to be able to carry out an exceptional transport are obtained by Transterra Polska Sp. z o.o. at the request of the Customer. Costs connected with obtaining such licences or exemptions are for the account of the Customer.

b) Transterra Polska Sp. z o.o. is under no circumstances responsible for licences or exemptions not granted, granted incorrectly or not granted on time, except in the case of intent or gross fault of Transterra Polska Sp. z o.o..

c) If any licence or exemption required for a transport is not granted - for whatever reason - the transport will not take place; in this case any costs incurred by Transterra Polska Sp. z o.o. shall be reimbursed by the Customer.

d) With regard to exceptional transports Transterra Polska Sp. z o.o. will observe all legal rules and regulations, and also any directions given by the authorities or the government officials; extra costs arising from this will be for the account if the Customer.

CONDITIONED TRANSPORT

Section 17

In addition to that which is stated elsewhere in the General Trading Conditions, the provisions of this section are applicable to any transport of goods, transported in a cooled or refrigerated state, or that otherwise must be kept at an almost constant temperature.

a) Prior to the start of the transport Transterra Polska Sp. z o.o., or the driver, shall be given the opportunity - at their own discretion - to check the temperature and spot-check the quality of the cargo.

b) If the quality and/or the temperature deviates from that which is stated in the waybill and/or other documents belonging to the cargo, this will be recorded on the waybill.

c) In cases as mentioned under sub-section b) of this section, and if Transterra Polska Sp. z o.o. or the driver, do not have, or have not been given, the opportunity to inspect the cargo and/or the temperature (especially in the case of refrigerated containers), Transterra Polska Sp. z o.o. will not be responsible for the loss of quality and/or quantity, or for temperature differences upon the delivery of the cargo compared to the moment of loading.

CUSTOMS

Section 18

18.1 The handling of the customs formalities by Transterra Polska Sp. z o.o. will be effected at the expenses and the risk of the Customer. Transterra Polska Sp. z o.o. is only responsible for costs and damage resulting from the incorrect handling of the customs formalities, if the Customer proves intent or gross fault on the part of Transterra Polska Sp. z o.o..

18.2 The Customer at any time indemnifies Transterra Polska Sp. z o.o. against claims from the authorities in respect of customs duties, taxes, excise duties, and etc. on goods for which Transterra Polska Sp. z o.o. handles the customs formalities on the instructions of the Customer, unless the Customer proves intent or gross fault on the part of Transterra Polska Sp. z o.o..

18.3 The Fenex conditions, as specified in section 2 of these Conditions, are always applicable.

INSURANCE

Section 19

19.1 Insurances of any kind will only be effected for the account and at the risk of the Customer after written instructions and a written acceptance of the same. The instructions with respect to insurance shall accurately state the risks to be insured, as otherwise the assignment will be considered not given respectively not accepted. Transterra Polska Sp. z o.o. is always entitled to refuse an assignment for insurance for significant reasons.

19.2 Acceptance or refusal of the offered risks is done by the insurance broker or insurer. Transterra Polska Sp. z o.o. has no say in this matter.